

RESOLUTION NO. 4487

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, FORMALLY ACCEPTING A GRANT FROM THE WASHINGTON STATE MILITARY DEPARTMENT IN THE AMOUNT OF ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED FIFTY THREE DOLLARS (\$143,553.00) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY AGREEMENTS TO ACCEPT SAID FUNDS

WHEREAS, the City created and maintains an active Emergency Management Program; and

WHEREAS, the United States Department of Homeland Security makes available Emergency Management Performance Grant monies to local emergency management programs; and

WHEREAS, the Washington State Military Department, Emergency Management Division has approved a grant of those monies to the City of Auburn Emergency Management program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Purpose. The City Council of the City of Auburn does hereby accept the Washington State Military Department, Emergency Management Division offer of a grant in the amount of One Hundred Forty Three Thousand Five Hundred Fifty Three Dollars (\$143,553.00) as the City's allotment of annual Emergency Management Performance Grant monies.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

DATED and SIGNED THIS _____ DAY OF June 2009.

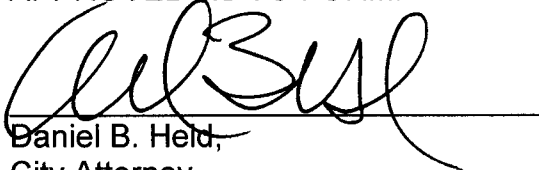
CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney

**Washington State Military Department
CONTRACT FACE SHEET**

1. Contractor Name and Address: City of Auburn 340 East Main Street, Suite 201 Auburn, WA 98002		2. Contract Amount: \$143,553	3. Contract Number E09-242
4. Contractor's Contact Person, phone number: Sarah Miller, (253) 876-1909 skmiller@auburnwa.gov		5. Contract Start Date: October 1, 2008	6. Contract End Date: May 15, 2010
7. MD Program Manager/phone number: Charma Anderson (253) 512-7064 c.anderson@emd.wa.gov		8. State Business License #: NA	9. UBI # (state revenue): 171-000-010
10. Funding Authority: Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)			
11. Funding Source Agreement #: 2009-EP-E9-0010	12. Program Index # & OBJ/SUB-OJ 79313, 79314 NZ	13. CFDA # & Title: 97.042 EMPG	14. TIN or SSN: 91-6001228
15. Service Districts: (BY LEG DIST): 30,31,47 (BY CONG DIST): 8, 9		16. Service Area by County(ies): King, Pierce	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes that have emergency management programs to support and enhance their emergency management operating budget in an effort to enhance their emergency management program.			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.			
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="margin-left: 40px;"> (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) any other provisions of the contract incorporated by reference. </div>			
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this contract on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> James M. Mullen, Director Emergency Management Division Washington State Military Department APPROVED AS TO FORM: Sara J. Finlay (signature on file) 9/12/2007 Assistant Attorney General		<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> Peter B. Lewis, Mayor For City of Auburn 	

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category in excess of 10% or \$100, whichever is greater, will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
Invoices	1	Within 30 days after the end of the period in which the work was performed as specified in Attachment A

Invoices must be submitted no more frequently than monthly and it is recommended that invoices be submitted at least bi-annually.

Final Invoice (shall not exceed overall contract amount)	1	No later than 45 days following the contract end date
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All contract work must end on the contract end date, however the Contractor has up to **45** days after the contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Bi-Annual Strategy Implementation Report	Electronic	January 15 & July 15
Performance Report	Electronic	October 15, 2009
Final Report	Electronic	No later than 45 days following the contract end date
NIMS Compliance Progress Reports	Electronic	September 30, 2009

All contract work must end on the contract end date, however the Contractor has up to **45** days after the contract end date to submit all final reports, invoices and deliverables.

The Bi-Annual Strategy Implementation Report will be submitted via DHS's web-based grant reporting tool located at <https://www.reporting.odp.dhs.gov/>.

The Performance Report and the Final Report will be submitted via the Military Department's web-based grant management, e-GMS, tool located at <https://fortress.wa.gov/mil/gms/gms/>.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name	Sarah Miller	Name	Charma Anderson
Title	Grants Manager	Title	EMPG Program Manager
E-Mail	skmiller@auburnwa.gov	E-Mail	c.anderson@emd.wa.gov
Phone	(253) 876-1909	Phone	(253) 512-7064

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OMB Circular **A-87**, Cost Principles for State, Local, and Indian Tribal Governments; OMB **A-102**, Grants and Cooperative Agreements with State and Local Governments; **A-133**, Audits of States, Local Governments, and Non-Profit Organizations; and **44 CFR**, FEMA's codified regulations.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the U.S. Department of Homeland Security (DHS) solely for the use of supporting emergency management programs as provided by the **Emergency Management Performance Grant (EMPG)**. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
2. The Contractor shall provide a match of **\$143,553** of non-federal origin. Said match may be in the form of goods, services, and in-kind services.
3. The Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this contract prior to distribution of appropriated federal funds.

Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

4. The Contractor agrees that in order to receive Federal Fiscal Year 2009 (FFY09) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2009 must be met. Applicants will be required to certify as part of their FFY09 EMPG applications that they have met the FFY09 NIMS requirements.

The NIMS Integration Center (NIC) web page, <http://www.fema.gov/emergency/nims/index.shtm>, is updated regularly with information about the NIMS. The website can also be used as a useful tool to determine the extent to which your jurisdiction is already compliant, as well as identify the NIMS requirements you have not yet met.

ARTICLE VI – EQUIPMENT MANAGEMENT:

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in the Contractor's equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized sub-contractor/sub-grantee for which a contract, sub-grant agreement, or other means of legal transfer of ownership is in place.
2. The Contractor, or a recognized sub-contractor/sub-grantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Contractor for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.

5. The Contractor shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Contractor will develop adequate maintenance procedures to keep the property in good condition.
8. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.
 - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Contractor shall compensate the Federal-sponsoring agency for its share.
10. As sub-grantees of federal funds the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this contract.

ARTICLE VII – SUBRECIPIENT MONITORING

The Department will monitor the activities of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, applicable federal and state financial guides, as well as OMB Circular A-133 and A-122 where applicable.

Monitoring activities may include:

- review of performance reports;
- monitoring and documenting the completion of contract deliverables;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to insure allowability and consistency with contract budget;
- observation and documentation of contract related activities, such as exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As a sub-grantee of federal funds the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this contract.

ARTICLE VIII – ENVIRONMENTAL AND HISTORIC PRESERVATION

The contractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements can be found on pages 35-37 of the EMPG FFY09 Program Guidance located at http://www.fema.gov/pdf/government/grant/empg/fy09_empg_guidance.pdf or on FEMA's website at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtml>.

**Washington Military Department
GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.
 - 1) **"Subrecipient"** shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.
 - 2) **"Vendor"** shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.
- c. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- d. **"Recipient"** – a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- e. **"Pass-Through Entity"** means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."
- f. **"Nonfederal Entity"** is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).
- g. **"Cognizant State Agency"** shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.
- h. **"Federal Financial Assistance"** – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.
- i. **"Grant"** - For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".
- j. **"CFDA Number"** – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.
- k. **"CFR"** – Code of Federal Regulations
- l. **"OMB"** – Office of Management and Budget
- m. **"RCW"** - Revised Code of Washington
- n. **"WAC"** - Washington Administrative Code.

2. **SUBRECIPIENT MONITORING**

- a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy and the Subrecipient Monitoring Procedures (WMD Policy number 00-025-05.)
- b. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.
- b. Access to public records-The Contractor acknowledges that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

- d. Contractor shall provide right of access to its facilities and records to the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov> and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

**Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. The Department is required to institute legal proceedings to enforce the recapture provision.

6. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The Department is not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity relating to this contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

11. **DISCLOSURE**

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY -- "Authorized Signature"**

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the assigned Authorized Signature for each party, or the assigned delegate by writing prior to action, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Signature(s).

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the Department.

15. **NONASSIGNABILITY**

This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **SUBCONTRACTING**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. The Military Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

18. **SEVERABILITY**

In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

19. **ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services.

20. **TAXES, FEES AND LICENSES**

Unless otherwise provided in this contract, the Contractor shall pay for and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Contractor or its staff required by statute or regulation that are necessary for contract performance.

21. **TRAVEL AND SUBSISTENCE REIMBURSEMENT**

Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

22. **GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

23. **HOLD HARMLESS AND INDEMNIFICATION**

Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

24. **WAIVER OF DEFAULT**

Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by The Adjutant General or the Authorized Signature for the Department and attached to the original contract.

25. **DISPUTES**

The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**

In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Contractor has failed to fulfill in a timely and proper manner its obligations under this contract, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Contractor unable to perform any aspect of the contract, or has violated any of the covenants, agreements or stipulations of this contract, the Department has the right to immediately suspend or terminate this contract in whole or in part.

The Department may notify the Contractor in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Contractor an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Contractor's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Contractor an opportunity to cure, the Department shall notify the Contractor in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the contract may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Contractor, if allowed, or pending a decision by the Department to terminate the contract in whole or in part.

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination to the Department's Key Personnel identified in the contract, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this contract, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

30. TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this contract, the Contractor shall follow any procedures specified in the termination notice. Upon termination of this contract and in addition to any other rights provided in this contract, the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

If the termination is for convenience, the Department shall pay to the Contractor the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of contract termination, and the amount agreed upon by the Contractor and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this contract. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Contractor for termination. The Department may withhold from any amounts due the Contractor such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

AAG Approved 9/12/2007

Statement of Work
FFY 2009 Emergency Management Performance Grant Program

INTRODUCTION: The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG). A portion of this grant has been identified by the state to be passed through to local jurisdictions and tribes that have emergency management programs to supplement their local/tribal operating budget. Each jurisdiction or tribe that applies and meets the qualifications specified in WAC 118-09 regarding emergency management assistance funds is awarded a grant based on the size of their agency's emergency management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.

The **Statement of Work** outlines the activities and deliverables the Contractor has identified to be performed for FFY09 EMPG. The **Timeline** outlines the schedule that the Contractor agrees to in order to fulfill the grant deliverables during the contract performance period. The **Budget Sheet** outlines the Contractor's emergency management operating budget (excluding federal funds) that is dedicated to emergency management activities.

GENERAL PROGRAM REQUIREMENTS:

1. Prepare and submit a Bi-Annual Strategy Implementation Report (BSIR), via the web-based grant reporting tool (<https://www.reporting.odp.dhs.gov>). Failure to meet all of the reporting deadlines outlined in the Milestone and Timeline Schedule will prohibit the Contractor from being reimbursed while reports are outstanding.
2. Report progress on deliverables and advise the Military Department, in writing, of necessary adjustments to the content of the contract. Performance reports will be submitted using the on-line electronic Grant Management System (e-GMS) located at <https://fortress.wa.gov/mil/gms/gms/>.
3. Adhere to all financial and procurement guidance, including competitive processes and other procurement requirements, to include: Office of Management and Budget (OMB) Circulars, A-87 (Cost Principles for State, local and Indian Tribal Governments) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and Federal Emergency Management Agency's codified regulations, 44 CFR. Local and state procurement and contracting regulations take precedent over these requirements when local and state regulations are more stringent.
 - Adhere to DHS requirements that all sole source contracts over \$100,000 be reviewed and approved by the Department prior to execution of a contract. This requirement must be passed on to all of the Contractor's sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' sole source justifications.
 - Adhere to DHS requirements that all contracts with individual consultants, that are not competitively bid, and where the consultant will be charging an excess of \$450 per day (excluding travel and subsistence) must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's sub-contractors, at which point the Contractor will be responsible for reviewing and approving their sub-contractors' contract.
4. Plan and implement equipment purchases, exercises, training, planning and management/administration in accordance with the FFY09 Emergency Management Performance Grant Program Guidance, which can be found at http://www.fema.gov/pdf/government/grant/empg/fy09_empg_guidance.pdf, as well as all subsequent policy changes.
5. Ensure that all sub-contractors are in compliance with the FFY09 Emergency Management Performance Grant Program Guidance through monitoring of expenditures and periodic reviews of activities.
6. If purchasing equipment using EMPG funds, the Contractor must meet the following requirements:
 - a. Be in compliance with the DHS Authorized Equipment List (AEL), as detailed at: <http://www1.rkb.mipt.org/>.

- b. Submit all proposed equipment purchases to the Committee on Homeland Security, sub-committee on equipment to ensure that the requested equipment is on the AEL, is aligned with the statewide equipment purchasing strategy, and submit to DHS if necessary. No reimbursement for purchased equipment will occur until the appropriate approvals have been obtained.
 - c. Determine whether or not it is in the best interest of the Contractor to make purchases using its own procurement process or ask the Department to make purchases on its behalf.
 - d. Make a request to the Department in writing that authorizes the Department to de-obligate funding from the Contractor's contract and use the state's procurement process and contracts to purchase equipment on behalf of the Contractor. This will necessitate an amendment to the contract reducing the Contractor's award by an amount sufficient for the Department to make the purchase(s). The Department will pay the vendor directly and all items will be drop shipped to a location designated by the Contractor.
7. Exercises that are implemented with grant funds must meet the requirements of the FFY09 Emergency Management Performance Grant. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department within 60 days of completion of the exercise. Final reimbursement for related expenditures can not be made until this requirement has been met.
 8. A mechanism must be in place to capture, track and document time for staff in other agencies working on emergency management related activities.
 9. No more than 3% of the total grant award may be used on Management and Administrative expenditures.
 10. Submit at maximum monthly requests for reimbursement to the Department for costs incurred using the online e-GMS located at <https://fortress.wa.gov/mil/gms/gms/>.
 11. No costs will be paid in advance of their being incurred by the Contractor.
 12. No equipment or supply costs will be reimbursed until the items have been received by the Contractor and invoiced by the vendor.
 13. No travel or subsistence costs, including lodging and meals, reimbursed with EMPG funds may exceed federal maximum rates which can be found at <http://www.gsa.gov>.
 14. Expend a minimum 15% of contract award on planning activities.

CONTRACTOR TASKS:

1. Perform activities described in the attached Scope of Work (Attachment A).
2. Manage and administer the FFY09 Emergency Management Performance Grant Program.
3. If necessary, hire a Subcontractor to assist in accomplishing the contract tasks.
4. Complete all work under the contract by the contract end date, to include receipt of approved equipment items and supplies.
5. Each request for reimbursement will be accompanied by a reimbursement spreadsheet and a match documentation spreadsheet detailing the expenditures to be reimbursed as well as the expenses to be considered the match for those funds. Related financial documents and invoices must be kept on file by the Contractor and be made available upon request to the Department, and local, state, or federal auditors.
6. Requests for reimbursement of equipment purchases will include a copy of the vendor's invoice and packing slip or a statement **signed** and **dated** by the Contractor's authorized representative that "all items invoiced have been received, are operational, and have been inventoried according to contract and local procurement requirements."

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise, and state coordination with DHS where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of requests for reimbursement and all documentation of expenditures as required.

MILESTONE TIMELINE
FFY09 Emergency Management Performance Grant Program

MILESTONE	TASK
October 1, 2008	Start of contract performance period
May 2009	Contract Execution
September 30, 2009	Submit NIMS compliance report
October 15, 2009	Submission of Performance Report to e-GMS
January 15, 2010	Submission of Bi-annual Strategy Implementation Report (BSIR) to GRT for FFY09 EMPG
May 15, 2010	End of grant performance period
No later than June 30, 2010	Submit all final reports, requests for reimbursement and/or deliverables
July 15, 2010	Submission of final Bi-annual Strategy Implementation Report (BSIR) to GRT for FFY09 EMPG

Budget Sheet
FFY09 Emergency Management Performance Grant Program

LOCAL/TRIBAL EMERGENCY MANAGEMENT OPERATING BUDGET SUMMARY

Contract expenditures shall be documented according to the following categories when appropriate:

Category	2009 Local Funds Budget*
Salaries and Benefits	\$234,652
In-Direct Costs	\$0
Travel	\$1,000
Equipment	\$1,000
Supplies	\$11,300
Telephones	\$3,900
Printing	\$0
Janitorial/Maintenance	\$4,500
Auto Lease	\$0
Space Rental	\$438,406
Insurance	\$0
Subcontractor	\$1,500
Other	\$10,900
Total All Program Costs	\$707,158
FFY 09 EMPG Award-Planning	\$21,533
FFY 09 EMPG Award-Other	\$122,020

The **City of Auburn** award is **\$143,553**. This is based on the FFY09 allocation factor of **20.3%** of approved local/tribal emergency management operating budgets. This award will not be used to supplant the existing local/tribal funds identified above. The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted in e-GMS. In addition, the Contractor agrees to make all records available to Military Department staff, upon request. **A total of 3% of this award can be used to pay for management and administration of this contract.**

* No federal funds are included in the local emergency management operating budget.

Funding Source: U.S. Department of Homeland Security - PI# 79313, 79314 – EMPG

Scope of Work

FFY09 Emergency Management Performance Grant Program

Communications and Warning

Activities and deliverables within the communications and warning functional area require the ability to communicate in a disaster and effectively warn the public. This is the primary area where standards of communications interoperability and redundancy are addressed.

Required Activities	Deliverable	Performance Measures	Deadline
1. Participate in all scheduled National Warning System (NAWAS) tests and exercises, whether a Primary NAWAS Warning Point, a Secondary Warning Point, or a Tertiary Warning Point. This is the on-going test of the statewide warning fan-out as outlined in the State CEMP and warning annex. All emergency management jurisdictions must be a part of this fan-out.	a. Ensure jurisdiction is incorporated into the fan out. b. Participate in scheduled tests.	Jurisdiction will be better prepared to activate NAWAS in an emergency. Success will be measured through the number of successful NAWAS tests completed.	Ongoing
2. Work with EMD to ensure Comprehensive Emergency Management Network (CEMNET) capability is maintained and participate in scheduled testing between the local Emergency Operations Center (EOC) or similar facility and the state EOC.	Communicate regularly with EMD to retain CEMNET capability and participate in testing as scheduled.	Jurisdiction will be better prepared to use CEMNET in an emergency. Success will be measured by the number of scheduled tests the jurisdiction participates in.	Ongoing
3. Develop and/or update local plans and equipment for use of amateur radio (HAM bands) through the Radio Amateur Civil Emergency Service (RACES) program and as per the state RACES plan.	Update local plans and equipment as necessary.	Jurisdiction will be better prepared to utilize RACES volunteers, particularly if other communication capabilities are inoperable, in an emergency.	Ongoing
4. Where possible, work with the Local Area Emergency Alert System (EAS) Committee (LAECC) to complete an EAS plan and the Local Relay Network (LRN) per existing guidance from the FCC, FEMA, and the State Emergency Communications Committee with assistance from the State EMD Telecommunications staff.	Develop/update an EAS Plan as needed.	Updated plans will result in an improved capability to utilize the EAS in an emergency.	Ongoing
5. Participate in all scheduled EAS tests commensurate with your EAS plan and operational status of your LRN.	Participate as scheduled.	Jurisdiction will be better prepared to activate EAS in an emergency. Success will be measured by the number of scheduled tests the jurisdiction participates in.	Ongoing
6. Notify the state EOC immediately upon activation of your local EOC. Provide periodic (at least once per day) Situation Reports (SITREPs)	Submit a daily Situation Report (SITREP) to the state EOC during activation.	Coordination between the state and the local EOC will improve response capabilities in an event.	As required due to an activation.

Crisis Communication, Public Education and Information

Activities and deliverables within the crisis communication, public education and information functional area should address procedures for disseminating information to the public pre-, during, and post-disaster.

Required Activities	Deliverable	Performance Measures	Deadline
1. Conduct a public disaster education program for the inhabitants of your community.	a. Preparedness presentations and distribution of preparedness materials to schools, civic groups, business organizations, nursing care facilities, child care facilities, governmental agencies, hospitals, the general public, etc. and/or b. Participate in the State's Disaster Preparedness Campaign.	Citizens of Washington will be better able to care for themselves, family members, neighbors, etc. and will improve their ability to stay safe during an emergency. Success can be measured through the number of presentations provided or participation in the Washington State campaign.	Ongoing

Direction, Control and Warning

Activities and deliverables within the direction, control, and warning functional area should address the ability to analyze a situation, make decisions for response, direct and coordinate response forces and resources, and coordinate with other jurisdictions. This requires use of a recognized National Incident Management System (NIMS) and compliance with NIMS requirements to remain eligible for all future preparedness funding.

Required Activities	Deliverable	Performance Measures	Deadline
1. Be fully compliant with all Federal and State National Incident Management System (NIMS) compliance requirements. Guidance for compliancy and reporting requirements will be provided by Toney Raines, State NIMS Coordinator. Please contact Toney at nimscoordinator@emd.wa.gov if you have questions.	Report NIMS compliance progress through the state online NIMS reporting tool.	Emergency responders will have a uniform set of processes and procedures thus improving all-hazard incident response capabilities.	Ongoing

NIMS Compliance Self-Certification: YES

Note: Failure to meet NIMS compliance requirements will result in the loss of federal preparedness funding.

Exercises, Evaluations and Corrective Actions

Activities and deliverables within the exercise, evaluation, and corrective actions functional area calls for regularly scheduled exercises, evaluations and corrective actions, including a process for addressing corrective actions.

Required Activities	Deliverable	Performance Measures	Deadline
1. Each jurisdiction receiving EMPG funds must participate in the design, conduct and evaluation of at least one exercise during the performance period: full-scale, functional or tabletop. The exercise should fit into the jurisdiction's multi-year exercise plan and be consistent with the Homeland Security Exercise and Evaluation Program (HSEEP).	Submit an After Action Report (AAR) and Improvement Plan (IP) to the State Exercise Training Officer (ETO) within 60 days of the completion of the exercise. The standard format for the AAR and IP can be found in Volume III of the HSEEP manuals at https://hseep.dhs.gov/support/VolumeIII.pdf	Through the exercise process a jurisdiction can determine areas of strength and weakness in response capabilities.	60 days

<p>At least one full-scale and one functional exercise must be completed within a five-year period. These exercises are to be multi-agency and multi-functional in design and conduct.</p> <p>The exercise may be accomplished alone or in conjunction with FEMA, EMD, other public or private entities, or with neighboring jurisdictions.</p>		<p>Development of an AAR and IP allows for the documentation, monitoring and follow-up on those issues. Upon submission and approval of the AAR, the ETO will issue a letter of EMPG credit to the jurisdiction.</p>	
<p>2. In the event a jurisdiction experiences an actual event/activation that adequately tests overall emergency management capabilities, exercise credit may be requested within 60 days.</p>	<p>Submit an After Action Report (AAR) and Improvement Plan (IP) to the State Exercise Training Officer (ETO) within 60 days of the end of the activation. The standard format for the AAR and IP can be found in Volume III HSEEP manuals at https://hseep.dhs.gov/support/Volumelll.pdf</p>	<p>Development of an AAR and IP allows for documentation and follow-up on issues identified during an activation. Upon submission and approval of the AAR, the ETO will issue a letter of EMPG credit to the jurisdiction.</p>	60 days

Five-Year Exercise Schedule:

2009: Tabletop
2010: Functional
2011: Full-Scale
2012: Tabletop
2013: Functional

Mutual Aid

Activities and deliverables within the mutual aid functional area should address the development and maintenance of mutual aid agreements.

Required Activities	Deliverable	Performance Measures	Deadline
1. Review mutual aid agreements, following the guidance set forth in the state Emergency Management Division's Mutual Aid and Inter-local Agreement Handbook.	Update mutual aid agreements as deemed necessary by the jurisdiction.	Up-to-date mutual aid agreements enable expedited partnership and support among jurisdictions during an actual emergency.	Ongoing

Planning

Activities and deliverables within the planning functional area should address the development and general content of the program's emergency operations plan, strategic plan, mitigation plan, recovery plan, evacuation plan, continuity of operations/continuity of government plan, etc.

Required Activities	Deliverable	Performance Measures	Deadline
1. Review the Comprehensive Emergency Management Plan (CEMP) and supporting Emergency Support Functions (ESFs). The CEMP should be compliant with both the National Response Framework and the National Incident Management System (NIMS). Requirements for plan development and submission are provided in RCW 38.52.070, WAC 118.09 and WAC 118.30.	<p>a. Any jurisdiction that has not submitted an updated CEMP to the state Emergency Management Division within the past four years must do so during this program year.</p> <p>b. First time applicants must complete a draft of their Basic Plan portion of the CEMP within the program year.</p>	CEMP will address all hazards identified in the jurisdiction's Hazard Identification and Vulnerability Analysis and infrastructure and improve the jurisdiction's ability to prepare for, respond to and recover from an emergency.	3/31/2013

Finance and Administration

Activities and deliverables within the finance and administration functional area require a financial management framework that complies with applicable government requirements and that allows for expeditious request for, and receipt and distribution of funds.

Required Activities	Deliverable	Performance Measures	Deadline
<p>1. Submit reimbursement requests online, ensuring that expenditures comply with FEMA's EMPG FFY09 Program Guidance, all applicable Office of Management and Budget (OMB) Circulars (A-87, A-102, A-133) as well as FEMA's Administrative Requirements in the Code of Federal Regulations (CFR) 44.</p> <p>OMB Circulars can be found at: www.whitehouse.gov/OMB/circulars</p> <p>CFR 44 can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html The Uniform Administrative Requirements related to Grants can be found in Part 13.</p>	<p>a. Submit requests for reimbursement online using e-GMS. A Reimbursement Spreadsheet showing how EMPG funds were spent must accompany all requests for reimbursement. Expenditures listed on the Reimbursement Spreadsheet cannot be items listed in the 2009 Local Funds Budget portion of the Emergency Management Operating Budget in this application.</p> <p>b. Verify in performance reports that the agency has reviewed and agrees to all relevant State and Federal requirements.</p>	EMPG funds enhance local/tribal emergency management programs and are spent in accordance with all applicable laws and guidelines.	<i>As needed with final invoice due 45 days after the end of the contract</i>

Program Management

Activities and deliverables within the program management functional area should address program structure and organization so that an agency is capable of coordinating emergency preparedness, mitigation, response and recovery activities across multiple agencies and organizations.

Required Activities	Deliverable	Performance Measures	Deadline
1. Progress reports and BSIRs are required twice during the contract period. Failure to submit either type of report may result in cancellation of the contract.	<p>a. Progress reports must be submitted online in e-GMS. Reports must clearly describe the progress the recipient is making towards the deliverables described in this Scope of Work.</p> <p>The final report should highlight the impact EMPG funding has had on the jurisdiction's capabilities.</p> <p>b. The Bi-annual Strategy Implementation Report (BSIR) must be submitted through the Department of Homeland Security on-line Grant Reporting Tool every July and January.</p>	Demonstration of the impact EMPG funding has on emergency management capabilities will be documented in progress reports.	<p>a. October 15, 2009 and June 30, 2010</p> <p>b. January 15, 2010 and July 15, 2010.</p>

Hazard Identification, Risk Assessment and Impact Analysis

Activities and deliverables within the hazard identification, risk assessment, and impact analysis functional area should address a comprehensive assessment and identification of risks, including potential natural and human-caused events, and the potential impact of those hazards. These identification and analysis activities, including current efforts to better identify risks to critical infrastructures, should then feed into the planning process.

Activities	Deliverable	Performance Measures	Deadline
Update City of Auburn section of the King County Hazard Mitigation Plan.	Updated hazard analysis, risk assessment, hazard mitigation project identification.	Updated hazard mitigation plans are critical to long-term planning and essential to obtaining hazard mitigation project funding. The current plan is out of date and this project will make it relevant to our City as it is today.	3/31/2010

Hazard Mitigation

Activities and deliverables within the hazard mitigation functional area require that the program create and implement a strategy to lessen the impacts of disasters. The strategy must take into account results of hazard identification and risk assessments, analysis of impacts of each hazard, and experiences in the jurisdiction, and must prioritize mitigation projects based on loss reduction.

Activities	Deliverable	Performance Measures	Deadline
<u>none</u>			

Laws and Authorities

Activities and deliverables within the laws and authorities functional area should address the legal underpinnings necessary to authorize and conduct an emergency management program.

Activities	Deliverable	Performance Measures	Deadline
<u>none</u>			

Logistics and Facilities

Activities and deliverables within the logistics and facilities functional area should address facilities and a logistical framework capable of supporting response and recovery operations. This includes the requirement for emergency operations primary and alternate facilities that are established, equipped, periodically tested, and maintained.

Activities	Deliverable	Performance Measures	Deadline
Move the City of Auburn Primary EOC to a new location at the City hall annex.	A functional EOC in a new location.	A fully functional and centrally located EOC in a secure facility is essential to emergency management activities. The new facility will provide an elevated, secure location, built to current seismic code, from which emergency operations can be conducted city-wide.	<u>3/31/2010</u>

Operations and Procedures

Activities and deliverables within the operations and procedures functional area should address standard operating procedures, checklists, and other instructions to execute the emergency operations plan and other plans. Procedures should relate to hazards previously identified by the jurisdiction.

Activities	Deliverable	Performance Measures	Deadline
<u>none</u>			

Resource Management

Activities and deliverables within the resource management functional area involve methodologies for prompt and effective identification, acquisition, distribution, tracking and use of personnel and equipment needed for emergency functions.

Activities	Deliverable	Performance Measures	Deadline
<u>none</u>			

Training

Activities and deliverables within the training functional area require that the program maintain a documented training program for emergency management/response personnel and public officials, including that emergency personnel receive training on the incident management system of the jurisdiction.

Activities	Deliverable	Performance Measures	Deadline
<u>none</u>			

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.